

AGREEMENT NO. _____

Between

COUNTY OF SAN BERNARDINO

And

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

THIS AGREEMENT is entered into by and between the County of San Bernardino, (hereinafter called "County") and The Regents of the University of California on behalf of its UC Agriculture and Natural Resources (hereinafter called "University"), and its UC Cooperative Extension for San Bernardino County (hereinafter called "UCCE").

The County and the UCCE have a mutual interest in strengthening the research and educational programs provided by the University through UCCE to the residents of San Bernardino County, and County desires to provide support to UCCE for these programs.

ARTICLE I – PROGRAMS PROVIDED

UCCE agrees to provide research and educational programs in the areas of food and nutrition education, gardening and horticulture, food preservation, natural resources and youth development/4-H. During the term of this Agreement, UCCE will deliver the programs as outlined in Exhibit A – 2019/20 UCCE San Bernardino County Work Plan, in partnership with the County through the County Administrative Office to ensure collaboration with individual County departments.

ARTICLE II – COMPENSATION AND TERM

- A. County agrees to pay UCCE in the amount of \$77,500 for the research and education programs outlined in Exhibit A – 2019/20 UCCE San Bernardino County Work Plan, for the period of July 1, 2019 through June 30, 2020.
- B. Payment shall be made payable within sixty (60) days of execution of this Agreement and any subsequent amendments by both parties. Payments shall be made payable to The Regents of the University of California, reference the agreement number, and be mailed to the following address:

Cashier's Office
University of California
P.O. Box 989062
West Sacramento, CA 95798-9062

- C. The term of this Agreement shall commence on July 1, 2019, and continue through June 30, 2020.

ARTICLE III – USE PERMIT

For Program Year 2019/20 and every Program Year thereafter, a Use Permit (Exhibit B) between the County and UCCE must be executed concurrently with the annual Agreement in which UCCE agrees to provide research and educational programs in the areas of food and nutrition education, gardening and horticulture, food preservation, natural resources and youth development/4-H. The Use Permit will delineate the amount of space allocated to UCCE, the security and programmatic requirements to use the County-owned space, and the market value of space provided by the County.

ARTICLE IV – FUTURE WORK PLANS

By February 28, 2020, UCCE local Directors and the County Administrative Office and participating Department Heads will meet to discuss and develop work plan activities, including events in County facilities or alternate locations when appropriate. UCCE shall provide a proposed 2020/21 Work Plan to the County Administrative Office no later than March 31, 2020. Proposed Work Plans are required on an annual basis and must be received no later than March 31st of the preceding Program Year.

ARTICLE V – PROGRAM PERFORMANCE REPORT

Annually, UCCE shall submit a preliminary “Program Performance Report”, to the County Administrative Office no later than sixty (60) days (April 30, 2020) prior to the end of the agreement period. The report should include an overview of the accomplishments of the UCCE during the reporting period, and a narrative of the UCCE’s effectiveness in achieving the goals outlined in Exhibit A. The final Program Performance Report shall be submitted to the County Administrative Office within thirty (30) days after end of the Agreement term (July 31, 2020) and shall include the completed University of California, Cooperative Extension for San Bernardino County, 2019/20 Program Outcomes Reporting Tool (Exhibit C).

ARTICLE VI – GENERAL PROVISIONS

- A. The County office responsible for administering the contract is the County Administrative Office.
- B. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

ARTICLE VII – INDEMNIFICATION

- A. University shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney’s fees) or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or results from the negligent or intentional acts or omissions of University, its officers

or employees.

- B. County shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or results from the negligent or intentional acts or omissions of County, its officers, agents or employees.

ARTICLE VIII – NON-DISCRIMINATION

The parties agree, in accordance with University and County's policies, as well as applicable State and Federal laws, not to discriminate in any of their policies, procedures, or practices on the basis of race, color, national origin, religion, sex, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran (special disabled veteran, Vietnam-era veteran or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized). In accordance with applicable law, each party shall be an equal opportunity employer.

ARTICLE IX – NOTICES

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person under the provisions of this Agreement shall be in writing and either served personally or delivered by United States mail, postage prepaid, certified, or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered and effective upon the earlier of (i) actual receipt or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by United States mail, postage prepaid, certified or registered, return receipt requested.

ARTICLE X – RELEASE OF INFORMATION

Any information or other materials submitted by either party in connection with this Agreement are for the exclusive use of the receiving party, but are subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. In the event a request for disclosure of any part or all of any information or other material is made to either party, the party in receipt of the request for disclosure will make good faith efforts to notify the other party of the request.

ARTICLE XI - TERMINATION

This Agreement may be terminated by either Party at any time upon the giving of sixty (60) days prior written notice to the other Party. County shall reimburse UCCE for costs incurred by it for the services, including without limitation all uncancellable obligations. UCCE shall prepare and submit to the County, within ninety (90) days after the termination date, a report of all expenditures incurred and of all funds received hereunder and shall reimburse County for funds which may have been advanced in excess of total costs incurred.

ARTICLE XII - ENTIRE AGREEMENT

The terms and conditions contained herein and in the following attachment constitute the entire Agreement between County and UCCE:

- Exhibit A – 2019/20 UCCE San Bernardino County Work Plan
- Exhibit B – Space Use Lease Agreement
- Exhibit C – 2019/20 Program Outcomes Reporting Tool

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year stated below:

County of San Bernardino

The Regents of the University of California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A – 2019/20 UCCE San Bernardino County Work Plan

Exhibit B – Use Permit

Exhibit C – 2019/20 Program Outcomes Reporting Tool